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17 **UNITED STATES DISTRICT COURT**
18 **DISTRICT OF NEVADA**

19 William Sanseverino,

20
21 Plaintiff,

22 v.

23 Trans Union, LLC, Experian
24 Information Solutions, Inc., Equifax
25 Information Services, Inc., Rocket
26 Mortgage, LLC, Westlake Services,
27 LLC dba Westlake Financial Services
and Quicken Loans, Inc.,

Defendants.

Case No.:

**Complaint for damages under the
FCRA, 15 U.S.C. § 1681**

Introduction

1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), to ensure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called “furnishers.”
2. The FCRA protects consumers through a tightly wound set of procedural protections from the material risk of harms that otherwise flow from inaccurate reporting. Thus, through the FCRA, Congress struck a balance between the credit industry’s desire to base credit decisions on accurate information, and consumers’ substantive right to protection from damage to reputation, shame, mortification, and the emotional distress that naturally follows from inaccurate reporting of a consumer’s fidelity to his or her financial obligations.
3. William Sanseverino (“Plaintiff”), by counsel, brings this action to challenge the actions of Trans Union, LLC (“Trans Union”), Experian Information Solutions, Inc. (“Experian”), Equifax Information Services, Inc. (“Equifax”), Rocket Mortgage, LLC (“Rocket Mortgage”), Westlake Services, LLC dba Westlake Financial Services (“Westlake”) and Quicken Loans, Inc. (“QL”) and jointly as “Defendants,” with regard to erroneous reports of derogatory credit information to national reporting agencies and Defendants’ failure to properly investigate

1 Plaintiff's disputes.

2 4. Plaintiff makes these allegations on information and belief, with the exception of
3 those allegations that pertain to Plaintiff, which Plaintiff alleges on personal
4 knowledge.

5 5. While many violations are described below with specificity, this Complaint alleges
6 violations of the statutes cited in their entirety.

7 6. Unless otherwise stated, all the conduct engaged in by Defendants took place in
8 Nevada.

9 7. Any violations by Defendants were knowing, willful, and intentional, and
10 Defendants did not maintain procedures reasonably adapted to avoid any such
11 violations.

12 8. Defendants failed to properly investigate Plaintiff's disputes, damaging Plaintiff's
13 creditworthiness.

14 **Jurisdiction and Venue**

15 9. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question
16 jurisdiction); 15 U.S.C. § 1681.

17 10. This action arises out of Defendants' violations of the FCRA.

18 11. Venue is proper in the United States District Court for the District of Nevada
19 pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark County,
20 Nevada and because Defendants are subject to personal jurisdiction in Clark
21 County, Nevada as they conduct business here. Venue is also proper because the
22 conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2).

23 **Parties**

24 12. Plaintiff is a natural person living in Clark County, Nevada. In addition, Plaintiff
25 is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

26 13. Defendants are each a corporation or business entity doing business in the State
27 of Nevada.

- 1 14. Rocket Mortgage, QL, and Westlake are furnishers of information as
 2 contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course
 3 of business furnish information to consumer credit reporting agencies.
- 4 15. Experian, Trans Union, and Equifax regularly assemble and/or evaluate
 5 consumer credit information for the purposes of furnishing consumer reports to
 6 third parties and use interstate commerce to prepare and/or furnish the reports.
 7 Each entity is a “consumer reporting agency” as that term is defined by 15 U.S.C.
 8 §1681a(f).
- 9 16. Unless otherwise indicated, the use of Defendants’ names in this Complaint
 10 includes all agents, employees, officers, members, directors, heirs, successors,
 11 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
 12 the named Defendants.

13 **GENERAL ALLEGATIONS**

14 **— THE VIOLATIONS —**

15 **Re: Bankruptcy Case No. (20-13126)**

- 16 17. On or about June 29, 2020, Plaintiff filed for Chapter 13 Bankruptcy in the United
 17 States Bankruptcy Court for the District of Nevada pursuant to 11 U.S.C. §1301
 18 et seq. (the “bankruptcy”).
- 19 18. The obligations to each creditor-furnisher herein (as applicable) were scheduled
 20 in the bankruptcy and each respective creditor, or its predecessor in interest,
 21 received notice of the bankruptcy.
- 22 19. Plaintiff’s Chapter 13 Plan was confirmed by the Bankruptcy Court (the
 23 “Confirmed Chapter 13 Plan” or “Confirmation Order”).
- 24 20. A confirmed plan constitutes a new contract between the debtor and creditors and
 25 a creditor’s rights are defined by the confirmed plan. Consequently, a pre-petition
 26 claim provided for in a confirmed plan is no longer a pre-petition claim. The
 27 claim is a right to payment arising from the confirmed plan. *Padilla v. Wells*
Fargo Home Mortg., Inc. (In re Padilla), 379 B.R. 643, 649, 2007 Bankr. LEXIS

1 2655, *1 (Bankr. S.D. Tex. 2007).

2 21. None of the creditor-furnishers named herein filed any proceedings to declare
3 their alleged debts “non-dischargeable” pursuant to 11 U.S.C. § 523 et seq.

4 22. No creditor-furnisher named herein obtained relief from the “automatic stay”
5 codified at 11 U.S.C. §362 et seq.

6 23. Further, while the automatic stay was in effect during the bankruptcy, it was
7 illegal and inaccurate for any creditor-furnisher named herein to report any post-
8 bankruptcy derogatory collection information, pursuant to the Orders entered by
9 the bankruptcy Court.

10 24. However, Defendants either reported or caused to be reported inaccurate
11 information as discussed below.

12 25. Additionally, Defendants’ inaccurate reporting did not comply with the
13 Consumer Data Industry Association’s Metro 2 reporting standards, which
14 provides guidance for credit reporting and FCRA compliance.

15 26. The Consumer Data Industry Association (“CDIA”) publishes the Metro 2
16 (“Metro 2”) reporting standards to assist furnishers with their compliance
17 requirements under the FCRA.

18 27. Courts rely on such guidance to determine furnisher liability. *See, e.g., In re*
19 *Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that “industry
20 standards require that a debt discharged in bankruptcy be reported to a credit
21 reporting agency with the notation ‘Discharged in bankruptcy’ and with a zero
22 balance due”).

23 28. On information and belief, Defendants adopted and at all times relevant
24 implemented the Metro 2 format.

25 29. On information and belief, each furnisher named herein adopted the Metro 2
26 reporting standards and at all times relevant implemented the Metro 2 format as
27 an integral aspect of their respective duties under the FCRA to have in place
adequate and reasonable policies and procedures to handle investigations of

1 disputed information.

2 30. Each furnisher named herein failed to conform to the Metro 2 Format when
3 reporting on Plaintiff's accounts after Plaintiff filed bankruptcy as further set
4 forth below.

5 31. In turn, each of the credit reporting agencies named herein, reported and re-
6 reported the inaccurate information, thus violating their duty to follow reasonable
7 procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b)
8 when preparing a consumer report.

9 32. To this end, the adverse reporting on Plaintiff's consumer report departed from
10 the credit industry's own reporting standards and was not only inaccurate, but
11 also materially misleading under the CDIA's standards as well.

12 33. A "materially misleading" statement is concerned with omissions to credit
13 entries, that in context create misperceptions about data that may otherwise be
14 factually accurate. *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1163
15 (9th Cir. 2009).

16 **—THE TRANS UNION VIOLATIONS —**

17 **Trans Union and Rocket Mortgage Misreported Consumer Information**

18 **Re: Rocket Mortgage Account No. ****0699**

19 34. In Plaintiff's consumer report from Trans Union, dated November 21, 2021,
20 Trans Union and Rocket Mortgage inaccurately reported on Plaintiff's credit
21 report by suppressing Plaintiff's current payment status and ongoing timely
22 payments to Rocket Mortgage.

23 35. Specifically, Plaintiff's account balance with Rocket Mortgage was listed as \$0
24 and his on-time monthly payments were not accounted for. This was inaccurate,
25 misleading, and derogatory because Plaintiff's account with Rocket Mortgage
26 was open and current, and Plaintiff continued to pay timely each month.

27 36. On April 12, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15
 U.S.C. § 1681i, by notifying Trans Union in writing of the inaccurate, misleading,

1 and derogatory information.

2 37. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union,
3 requesting the above inaccurate information be updated, modified, or corrected.

4 38. Trans Union was required to conduct a reinvestigation into the disputed
5 information on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

6 39. Upon information and belief, Trans Union timely notified Rocket Mortgage
7 regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

8 40. Upon information and belief, Trans Union provided Rocket Mortgage with a
9 notice regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

10 41. Upon information and belief, Trans Union provided all relevant information to
11 Rocket Mortgage regarding Plaintiff's dispute, as required under 15 U.S.C. §
12 1681i(a)(2).

13 42. On or around April 15, 2022, Plaintiff received notice that Trans Union and
14 Rocket Mortgage investigated and reinvestigated Plaintiff's dispute, as required
15 under 15 U.S.C. § 1681i(a)(6).

16 43. A reasonable investigation by Trans Union and Rocket Mortgage would have
17 determined that they were reporting the above disputed information inaccurately
18 and should have reported Plaintiff's on time payments.

19 44. Trans Union and Rocket Mortgage failed to review all relevant information
20 provided by Plaintiff in Plaintiff's dispute, as required by and in violation of 15
21 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

22 45. Trans Union and Rocket Mortgage still reported Plaintiff's account with Rocket
23 Mortgage as having a balance of \$0 and did not account for any on-time monthly
24 payments. This was inaccurate, misleading, and derogatory because Plaintiff's
25 account with Rocket Mortgage was open and current, and Plaintiff continued to
26 pay timely each month.

27 46. In turn, Trans Union re-reported the inaccurate information, thus violating its
duty to follow reasonable procedures to assure maximum possible accuracy under

1 15 U.S.C. § 1681e(b) when preparing a consumer report.

2 47. Trans Union and Rocket Mortgage, upon receipt of Plaintiff's dispute, failed to
3 investigate or reinvestigate with respect to the disputed information as required
4 by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

5 48. Due to Trans Union and Rocket Mortgage's failure to reasonably investigate,
6 they further failed to correct and update Plaintiff's information as required by 15
7 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting
8 of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. §
9 1681s-2(b), respectively.

10 49. Trans Union and Rocket Mortgage's continued inaccurate, misleading, and
11 derogatory reporting was knowing and willful, in light of their knowledge of the
12 actual error. Plaintiff is, accordingly, eligible for statutory damages.

13 50. Also, because of Trans Union and Rocket Mortgage's continued inaccurate,
14 misleading, and derogatory reporting, Plaintiff has suffered actual damages,
15 including without limitation, fear of credit denials, out-of-pocket expenses in
16 challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and
17 emotional distress

18 51. By inaccurately reporting consumer information after notice and confirmation of
19 their errors, Trans Union and Rocket Mortgage failed to take the appropriate
20 measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),
21 respectively.

22 **Trans Union and Westlake Misreported Consumer Information**

23 **Re: Westlake Account No. ****1353**

24 52. In Plaintiff's consumer report from Trans Union dated November 21, 2021, Trans
25 Union and Westlake inaccurately reported on Plaintiff's credit report by
26 suppressing Plaintiff's current payment status and ongoing timely payments to
27 Rocket Mortgage.

53. Specifically, Plaintiff's account balance with Rocket Mortgage was listed as \$0

1 and his on-time monthly payments were not accounted for. This was inaccurate,
2 misleading, and derogatory because Plaintiff's account with Westlake was open
3 and current, and Plaintiff continued to pay timely each month.

4 54. On April 12, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15
5 U.S.C. § 1681i, by notifying Trans Union in writing of the inaccurate, misleading,
6 and derogatory information.

7 55. Specifically, Plaintiff sent a letter, certified, return receipt, to Trans Union,
8 requesting the above inaccurate information be updated, modified, or corrected.

9 56. Trans Union was required to conduct a reinvestigation into the disputed
10 information on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

11 57. Upon information and belief, Trans Union timely notified Westlake regarding
12 Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

13 58. Upon information and belief, Trans Union provided Westlake with a notice
14 regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

15 59. Upon information and belief, Trans Union provided all relevant information to
16 Westlake regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

17 60. On or around April 15, 2022, Plaintiff received notice that Trans Union and
18 Westlake investigated and reinvestigated Plaintiff's dispute, as required under 15
19 U.S.C. § 1681i(a)(6).

20 61. A reasonable investigation by Trans Union and Westlake would have determined
21 that they were reporting the above disputed information inaccurately.

22 62. Trans Union and Westlake failed to review all relevant information provided by
23 Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i
24 and 15 U.S.C. § 1681s-2(b), respectively.

25 63. Trans Union and Westlake still reported Plaintiff's account with Westlake as
26 having a balance of \$0 and did not account for any on-time monthly payments.

27 64. This was inaccurate, misleading, and derogatory because Plaintiff's account was
open and current, and Plaintiff continued to pay timely each month.

65. In turn, Trans Union re-reported the inaccurate information, thus violating its duty to follow reasonable procedures to assure maximum possible accuracy under 15 U.S.C. § 1681e(b) when preparing a consumer report.

66. Trans Union and Westlake, upon receipt of Plaintiff's dispute, failed to conduct an investigation or reinvestigation with respect to the disputed information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

67. Due to Trans Union and Westlake's failure to reasonably investigate, they further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

68. Trans Union and Westlake's continued inaccurate, misleading, and derogatory reporting was knowing and willful, in light of their knowledge of the actual error. Plaintiff is, accordingly, eligible for statutory damages.

69. Also, because of Trans Union and Westlake's continued inaccurate, misleading, and derogatory reporting, Plaintiff has suffered actual damages, including without limitation, fear of credit denials, out-of-pocket expenses in challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional distress.

70. By inaccurately reporting consumer information after notice and confirmation of their errors, Trans Union and Westlake failed to take the appropriate measures as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

—THE EXPERIAN VIOLATIONS—

Experian and QL Misreported Consumer Information and Failed to Investigate Plaintiff's Dispute Re: QL Account Nos. **7336 and ****7340**

71. In Plaintiff's consumer report from Experian, dated November 11, 2021, Experian and QL inaccurately reported on Plaintiff's credit report by suppressing

1 Plaintiff's current payment status and ongoing timely payments to QL.

2 72. Specifically, Plaintiff's account balances with QL were listed as \$0 and his on-
3 time monthly payments were not accounted for. This was inaccurate, misleading,
4 and derogatory because Plaintiff's accounts were open and current, and Plaintiff
5 continued to pay timely each month.

6 73. On April 12, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15
7 U.S.C. § 1681i, by notifying Experian in writing of the inaccurate, misleading,
8 and derogatory information.

9 74. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian,
10 requesting the above inaccurate information be updated, modified, or corrected.

11 75. Experian was required to conduct a reinvestigation into the disputed information
12 on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

13 76. Upon information and belief, Experian timely notified QL regarding Plaintiff's
14 dispute, as required under 15 U.S.C. § 1681i(a)(2).

15 77. Upon information and belief, Experian provided QL with a notice regarding
16 Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

17 78. Upon information and belief, Experian provided all relevant information to QL
18 regarding Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

19 79. Plaintiff never received any notification from Experian that Experian and QL
20 investigated and reinvestigated Plaintiff's dispute, as required under 15 U.S.C. §
21 1681i(a)(6).

22 80. A reasonable investigation by Experian and QL would have determined that they
23 were reporting the above disputed information inaccurately.

24 81. Experian and QL failed to review all relevant information provided by Plaintiff
25 in Plaintiff's dispute, as required by and in violation of 15 U.S.C. § 1681i and 15
26 U.S.C. § 1681s-2(b), respectively.

27 82. Upon information and belief, Experian and QL continued to report the inaccurate
information.

1 83. Experian and QL, upon receipt of Plaintiff's dispute, failed to conduct an
2 investigation or reinvestigation with respect to the disputed information as
3 required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

4 84. Due to Experian and QL's failure to reasonably investigate, they further failed to
5 correct and update Plaintiff's information as required by 15 U.S.C. § 1681i and
6 15 U.S.C. § 1681s-2(b), thereby causing continued reporting of inaccurate
7 information in violation of 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),
8 respectively.

9 85. Experian and QL's continued inaccurate, misleading, and derogatory reporting
10 was knowing and willful, in light of their knowledge of the actual error. Plaintiff
11 is, accordingly, eligible for statutory damages.

12 86. Also, because of Experian and QL's continued inaccurate, misleading, and
13 derogatory reporting, Plaintiff has suffered actual damages, including without
14 limitation, fear of credit denials, out-of-pocket expenses in challenging the
15 inaccurate reporting, damage to Plaintiff's creditworthiness, and emotional
16 distress.

17 87. By inaccurately reporting consumer information after notice and confirmation of
18 their errors, Experian and QL failed to take the appropriate measures as required
19 under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

20 **—THE EQUIFAX VIOLATIONS—**

21 **Equifax and Rocket Mortgage Misreported Consumer Information**

22 **Re: Rocket Mortgage Account No. ****7977**

23 88. In Plaintiff's consumer report from Equifax, dated November 11, 2021, Equifax
24 and Rocket Mortgage inaccurately reported on Plaintiff's credit report by
25 suppressing Plaintiff's current payment status and ongoing timely payments to
26 Rocket Mortgage.

27 89. Specifically, Plaintiff's account statuses with Rocket Mortgage were listed as
"Included in Chapter 13" and all of his on-time monthly payments were not

1 accounted for. This was inaccurate, misleading, and derogatory because
2 Plaintiff's accounts with Rocket Mortgage were open and current, and Plaintiff
3 continued to pay timely each month.

4 90. On April 12, 2022, Plaintiff disputed the inaccurate reporting pursuant to 15
5 U.S.C. § 1681i, by notifying Equifax in writing of the inaccurate, misleading, and
6 derogatory information.

7 91. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax, requesting
8 the above inaccurate information be updated, modified, or corrected.

9 92. Equifax was required to conduct a reinvestigation into the disputed information
10 on Plaintiff's consumer report pursuant to 15 U.S.C. § 1681i.

11 93. Upon information and belief, Equifax timely notified Rocket Mortgage regarding
12 Plaintiff's dispute, as required under 15 U.S.C. § 1681i(a)(2).

13 94. Upon information and belief, Equifax provided Rocket Mortgage with a notice
14 regarding Plaintiff's dispute under 15 U.S.C. § 1681i(a)(5)(A).

15 95. Upon information and belief, Equifax provided all relevant information to Rocket
16 Mortgage regarding Plaintiff's dispute, as required under 15 U.S.C. §
17 1681i(a)(2).

18 96. However, on Plaintiff's May 6, 2022, consumer report, Equifax and Rocket
19 Mortgage continued to report the information inaccurately and failed to update
20 Plaintiff's consumer report to report Plaintiff's current status and on-time
21 payment history.

22 97. A reasonable investigation by Equifax and Rocket Mortgage would have
23 determined that they were reporting the above disputed information inaccurately.

24 98. Equifax and Rocket Mortgage failed to review all relevant information provided
25 by Plaintiff in Plaintiff's dispute, as required by and in violation of 15 U.S.C. §
26 1681i and 15 U.S.C. § 1681s-2(b), respectively.

27 99. Upon information and belief, Equifax and Rocket Mortgage continued to report
the inaccurate information.

1 100. Equifax and Rocket Mortgage, upon receipt of Plaintiff's dispute, failed to
2 conduct an investigation or reinvestigation with respect to the disputed
3 information as required by 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b),
4 respectively.

5 101. Due to Equifax and Rocket Mortgage's failure to reasonably investigate, they
6 further failed to correct and update Plaintiff's information as required by 15
7 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), thereby causing continued reporting
8 of inaccurate information in violation of 15 U.S.C. § 1681i and 15 U.S.C. §
9 1681s-2(b), respectively.

10 102. Equifax and Rocket Mortgage's continued inaccurate, misleading, and
11 derogatory reporting was knowing and willful, in light of their knowledge of the
12 actual error. Plaintiff is, accordingly, eligible for statutory damages.

13 103. Also, because of Equifax and Rocket Mortgage's continued inaccurate,
14 misleading, and derogatory reporting, Plaintiff has suffered actual damages,
15 including without limitation, fear of credit denials, out-of-pocket expenses in
16 challenging the inaccurate reporting, damage to Plaintiff's creditworthiness, and
17 emotional distress.

18 104. By inaccurately reporting consumer information after notice and confirmation of
19 their errors, Equifax and Rocket Mortgage failed to take the appropriate measures
20 as required under 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b), respectively.

21 **Plaintiff's damages**

22 105. In addition to Plaintiff's creditworthiness being negatively impacted, Plaintiff
23 suffered emotional distress and mental anguish because of Defendants' actions
24 described herein. In addition, Plaintiff incurred out-of-pocket costs and time in
25 attempts to dispute Defendants' actions. Plaintiff further suffered humiliation and
26 embarrassment.

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681

106. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

107. The foregoing acts and omissions constitute numerous and multiple willful, reckless, or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C § 1681, et seq.

108. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

109. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

Prayer for relief

110. Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- An award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1); and
- Any other relief that this Court deems just and proper.

Jury Demand

111. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: August 9, 2022.

Respectfully submitted,

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